## C:\Users\watel99\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Word\Torbay and South Devon NHS Foundation Trust COL.JPG

## Invitation to tender for the provision of Custom Ear moulds and Swim Plugs

## Authority's reference number: TSDFT 266

## Deadline for Tenders to be received: 03/03/2023

**SECTION B: TENDER SCHEDULES**

**TO BE COMPLETED AND RETURNED BY BIDDERS**

TABLE OF CONTENTS

[ANNEX B1 ELIGIBILITY QUESTIONS AND RESPONSES](#_Toc413145495)

ANNEX B2 SPECIFICATION

ANNEX B3 TENDER RESPONSE DOCUMENT

[ANNEX B4 COMMERCIAL SCHEDULE](#_Toc413145498)

[ANNEX B5 CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION](#_Toc413145499)

ANNEX B6 FORM OF TENDER

ANNEX B1  
ELIGIBILITY QUESTIONS AND RESPONSES

**Notes for completion**

1. “Authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable suppliers to participate in this procurement process.

2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. The Eligibility Questions in this Annex B1 have been designed to assess the suitability of a Supplier to deliver the Authority’s contract requirement(s). If you pass all Eligibility Questions, the Authority will mark Annex B2, B3 and B4 (Tender Response Document).

4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

6. Please return a completed version of this document to the Authority in accordance with the Instructions to Bidders in Section A of this ITT.

**Verification of Information Provided**

7. Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions in section 7 of this Annex B1 relating to Technical and Professional Ability) the Authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

**Sub-contracting arrangements**

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

9. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Consortia arrangements**

10. If the Supplier completing this Annex B1 is doing so as part of a proposed consortium, the following information must be provided;

* names of all consortium members;
* the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

11. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the contract.

12. All members of the consortium will be required to provide the information required in all sections of this Annex B1 as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.

13. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

14. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Confidentiality**

15. When providing details of contracts in answering section 6 of this Annex B1 (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16. The Authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

17. The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations 2015.

## **1 - Supplier information**

|  |  |  |  |
| --- | --- | --- | --- |
| **1.1 Supplier details** | **Answer** | | |
| Full name of the Supplier completing this Annex B1 |  | | |
| Registered company address |  | | |
| Registered company number |  | | |
| Registered charity number |  | | |
| Registered VAT number |  | | |
| Name of immediate parent company |  | | |
| Name of ultimate parent company |  | | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | 🞏 Yes | |
| ii) a limited company | 🞏 Yes | |
| iii) a limited liability partnership | 🞏 Yes | |
| iv) other partnership | 🞏 Yes | |
| v) sole trader | 🞏 Yes | |
| vi) other (please specify) | 🞏 Yes | |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | 🞏 Yes | |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | 🞏 Yes | |
| iii) Sheltered workshop | 🞏 Yes | |
| iv) Public service mutual | 🞏 Yes | |
| **1.2 Bidding model** | | | |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** | | | |
| a)      Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | | | 🞏 Yes |
| b)      Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | | 🞏 Yes |
| c)       Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | | 🞏 Yes |
| d)      Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | | | 🞏 Yes  **Consortium members**  **Lead member** |
| e)      Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. | | | 🞏 Yes  **Consortium members**  **Current lead member**  **Name of Special Purpose Vehicle** |

|  |  |
| --- | --- |
| **1.3 Contact details** | |
| Supplier contact details for enquiries about this Annex B1 | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |  |  |
| --- | --- | --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** | | |
| 1.4.1 | Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | 🞏 Yes  🞏 No  If Yes, please provide the registration number in this box. |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | 🞏 Yes  🞏 No  If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

## **2 - Grounds for mandatory exclusion**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the Authority for advice before completing this form.

|  |  |  |
| --- | --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes**  **2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

## **3. Grounds for discretionary exclusion**

The Authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |  |
| --- | --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3.1 (e), the Authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question (g), the Authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Authority may consider any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Annex B1. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

ANNEX B2 SPECIFICATION

This Specification forms part of the Specification and Tender Response Document. It will form part of the Contract between the Authority and the Supplier.

**Note to Bidders:**

**The Bidder must respond to each row of the Specification below.**

**Write "Confirmed" to confirm acceptance of the row.**

**If not accepted, the Bidder must state why not and propose its alternative drafting. This must be full form drafting capable of being inserted into the Contract.**

**Bidders proposing no amendments will score full marks. Bidders proposing alternative drafting will receive a lower mark, depending on the number of changes and their significance.**

**Note: The Bidder will not be permitted to add to this list or amend proposals to the Authority's detriment after the deadline for Tender submission.**

|  |  |
| --- | --- |
| **Specification** | **Bidder's response** |
| 1. **General**    1. The Supplier shall provide Goods as follows:       1. Ear Moulds & Swim Plugs |  |
| 1. Commencement of contract Date: 01/05/2023 |  |
| 1. Term: 3 years with 1 year + 1 year extension options |  |
| 1. Contract Manager for the Authority | Nicole Pillage Gorin – Clinical Procurement Category Manager |
| 1. Contract Manager for the Bidder: | Name: |
| 1. Notices shall be served in writing on the Bidder by delivering them to the following person: | Name:  Address:  Role: |
| 1. Notices shall be served in writing on the Authority by delivering them to the following person | Nicole Pillage Gorin – Clinical Procurement Category Manager |

ANNEX B3

TENDER RESPONSE DOCUMENT

**Note to Bidders: Your response to this Annex B3 will form part of the Specification and Tender Response Document as defined in the Contract. As such, it will form part of your contractual obligations to the Authority if you are awarded a contract.**

1. TECHNICAL AND QUALITY QUESTIONS AND METHOD STATEMENTS

# Overview

* 1. Please provide a concise summary highlighting the key aspects of the proposal. (This response is not evaluated and should be used to contextualise your detailed responses).

|  |
| --- |
| **Response** |
|  |

# Confirmation of full compliance with specification

* 1. See Annex B2, which you must complete.

# Sub-contractors

* 1. Please specify any areas or elements for which you wish to use a subcontractor and provide the following details:
     1. which subcontractor you wish to use and for what elements;
     2. what reasons you have for such subcontracting;
     3. why particular third parties would be chosen;
     4. any existing relationship with each such subcontractor; and
     5. how you would ensure that appropriate management controls would be put in place.
  2. Please explain what contractual arrangements you have (if any) with subcontractor(s) to ensure that your obligations to the Authority will adequately flow down to the subcontractor(s).

|  |
| --- |
| **Response** |
|  |

* 1. Please complete the below table. This forms the scored question referenced in section 4.8 of ITT A

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Specification** | **Weighting** | **Response** |
| **1** | Device & Delivery Cost – Please complete the attached spreadsheet. | **40** |  |
| **2** | Social Value -  Using a maximum of 2000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver  additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions. | **10** |  |
| **3** | Device Turnaround Time   * Turnaround time for ear mould production should be no longer than 3 weeks. * If the produced mould is not accurate to impression or lacking in quality a revised ear mould should be produced within 24 hours.   Paediatric ear moulds production time should be 24 hours as standard. | **10** |  |
| **4** | Product Quality & Accuracy to impression mould.  If your bid is amongst the 3 highest scoring of the evaluation of the other criteria you will be sent samples as detailed in ITT A section 4.12  **Write "Confirmed" to confirm acceptance of the row.** | **40** |  |

**ANNEX B4**

**COMMERCIAL SCHEDULE**

1. GENERAL INSTRUCTIONS
   1. Pricing should include all cost necessary over the term of the contract to meet the specification and deliver the solution. You are reminded that the Authority is a healthcare provider with finite resources to improve the health of the public and the cost of the solution will form a significant part of the evaluation.
   2. All pricing should be in pound sterling (£GBP). If applicable please convert your currency into UK sterling using the rate published by the European Central Bank on the date you submit your Tender.
   3. Prices should be quoted exclusive of VAT. Please confirm this in your pricing schedule, and indicate if the project will attract VAT and at what rate. If your proposal includes costs for sub-contractors these costs must be identified and shown inclusive of any VAT they will charge you.
   4. All prices must be firm and not subject to increase for the full term of the contract.
   5. Please compete the spreadsheet imbedded in Annex B3 section 1.5

**1. OPTIONAL ADDITIONAL SERVICES**

In addition, the contractor may provide costs for any additional elements (that is items that are not required to meet the specification) that the contractor believes may offer enhanced or complementary functionality (e.g. special colour ranges, promotional items such as colour charts, guides for patients etc, fast track turnaround for remakes due to fault/bad fit). Additional rows can be added where required.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Unit of Issue** | **Non-Recurrent One-Off Cost** | **Recurrent Annual Cost** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

ANNEX B5  
CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION

1. INFORMATION SUPPLIED BY THE AUTHORITY
   1. All the information that the Authority supplies as part of this contract may be regarded as Confidential Information as defined in Schedule 4 of the NHS Terms and Conditions.
2. INFORMATION THAT THE BIDDER CONSIDERS TO BE EXEMPT FROM DISCLOSURE
   1. The Bidder considers that the type of information listed below is exempt from disclosure under the Freedom of Information Act 2000 ("**FOIA**") and/or the Environmental Information Regulations 2004 ("**EIR**") for the reasons given below.

|  |  |  |
| --- | --- | --- |
| **Information considered exempt from disclosure (include page/paragraph reference)** | **Reason for FOIA/EIR exemption** | **Period exemption is sought** |
|  |  |  |
|  |  |  |
|  |  |  |

ANNEX B7  
FORM OF TENDER

**DECLARATIONS BY THE BIDDER (TO BE SIGNED AND RETURNED BY THE BIDDER)**

**FORM OF TENDER, NON-COLLUSION, CONFLICTS OF INTEREST AND ANTI-CANVASSING**

**DECLARATIONS**

**TO: TORBAY AND SOUTH DEVON NHS FOUNDATION TRUST**

**Audiological Ear Moulds**

**REFERENCE NUMBER: TSDFT 266**

## **Form of Tender**

## We have examined the invitation to tender ("**ITT**") dated 02/02/2023 and all accompanying annexes and schedules. This Tender is made subject to the terms of the ITT, including but not limited to the instructions to Bidders.

## We declare that to the best of our knowledge the answers submitted in response to the Eligibility Questions (Annex B1 of the ITT) are correct.

## We Tender against the requirements, and offer to enter into a contract with the Authority comprising the following:

* the NHS terms and conditions (Annex A1 of the ITT);
* the Specification (Annex B2 of the ITT);
* our responses to the Tender Response Document (Annex B3 of the ITT); and
* our response to the Pricing Schedule (Annex B4 of the ITT).

## Accordingly, this Tender is a contractual offer capable of acceptance by the Authority. If the Authority unequivocally notifies us of its acceptance of this offer or issues a purchase order in respect of this offer, a legally binding contract shall come into force on the terms of the offer and acceptance..

## We undertake to keep the Tender open for acceptance by the Authority for a period of one hundred and eighty (180) days from the deadline for receipt of Tenders.

## We understand that you are not bound to accept the lowest priced, or any, Tender.

## **Non-collusive tendering**

## In recognition of the principle that the essence of tendering is that the Authority shall receive bona fide competitive Tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

## We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

## We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

* communicate to a person other than the Authority the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
* agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
* offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

**Conflicts of interest**

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Authority.

So far as any possible conflict of interest has arisen, we have notified the Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority.

**Anti-canvassing confirmation**

We have not canvassed or solicited any member, officer or employee of the Authority, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer or employee of the Authority, in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

Name of person duly authorised to sign tenders:

Date: .............................................................................

Name: .............................................................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................................

**By completing this Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Authority's policies on non-collusion, conflicts of interest and anti-canvassing.**

1. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-1)